

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM
J. S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/559-6165

April 7, 1982

File No.: A-9101
A-198

RECORDATION NO. *7568-B* Filed 1425

APR 13 1982 9 50 AM

2-103A068

No.

APR 13 1982

Date.....
Fee \$.....

ICC Washington, D. C.

Ms. Agatha Mergenovich
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Release and Bill of Sale dated March 16, 1982 for equipment under Conditional Sale Agreement dated as of June 25, 1974, between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of June 25, 1974, between North Western Leasing Company and Continental Illinois National Bank and Trust Company of Chicago which was assigned Recordation No. 7568.

Please assign a recordation number to the Release and Bill of Sale. Keep one counterpart and return the other counterparts each showing your recordation data.

Enclosed is a check in the amount of \$10.00 to cover your recording fees.

This is a Final Release!

Sincerely,

J. S. Edwards
J. S. Edwards
Assistant Secretary

JSE/baf

Encl.

cc: R. D. Smith

Counterpart C. H. Kumbel

Interstate Commerce Commission

Washington, D.C. 20423

4/13/82

OFFICE OF THE SECRETARY

**J.S. Edwards
Assist. Sec.
Chicago & North Western Transp. Co.
One North Western Center
Chicago, Illinois 60606**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/13/82** at **9:50am**, and assigned re-recording number(s).

**7568-B
7591-C
7662-A
7757-A
7937-B
8046-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7568-B Filed 1425

Counterpart No. 1 of 10

A-9101
A-198

APR 14 1982-9 10 AM

~~RELEASE AND BILL OF SALE~~
RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of June 25, 1974 between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and Railroad agreed to buy certain miscellaneous equipment described on Schedule A attached to the Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of June 25, 1974 between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, under terms of Amendment Agreement dated as of March 20, 1975, between the Railroad and the Assignee the Conditional Sale Agreement was amended by changing Old Railroad Nos. 68587, 68593, 68601, 68611, 68687 and 68695 to Correct Nos. 201573, 201591, 201594, 201542, 201564 and 201614, respectively; and

WHEREAS, Assignee has received from Railroad full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officers, this 16th day of March, A.D. 1982.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By:

Theodosia Sifonidis
Vice President

(Seal)

ATTEST:

R. Andrew B...
Banking Officer

cs/p(9)25

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 16th day of March 1982, before
me personally appeared Theodosia Fitzmorris and
R. Andrew Bukler to me personally known, who, being by
me duly sworn, says that they are, respectively, a Vice President
and a Banking Officer of CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a coporation, that the seal affixed to
the foregoing instrument is the corporate seal of said corpora-
tion; that said instrument was signed and sealed on behalf of
said corporation by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Gileen Hudson
Notary Public

My Commission Expires

October 11, 1982

